

# EXHIBIT 1

LIVINGSTON & ROSELINE EMENYI I

After Recording Return To:  
U.S. BANK CONSUMER FINANCE DIVISION  
16 NINTH AVENUE NORTH  
HOPKINS, MN 55343-7617

[Space Above This Line For Recording Data]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Loan Number 00008250325479

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 21, 2011, together with all Riders to this document.

(B) "Borrower" is ROSELINE A. EMENYI AND SPOUSE, LIVINGSTON EMENYI (HAVING ACQUIRED TITLE AS EFIONG EMENYI). Borrower is the grantor under this Security Instrument.

(C) "Lender" is U.S. BANK NATIONAL ASSOCIATION ND. Lender is a NATIONAL ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA. Lender's address is 4325 17TH AVENUE SW, FARGO, ND 58103. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is CALVIN C. MANN, JR. Trustee's address is 2905 CORPORATE CIRCLE, FLOWER MOUND, TX 75028.

(E) "Note" means the promissory note signed by Borrower and dated JUNE 21, 2011. The Note states that Borrower owes Lender Two Hundred Forty-Five Thousand And No/100 Dollars (U.S. \$245,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2026.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Second Home Rider                       |
| <input type="checkbox"/> Balloon Rider         | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Renewal & Extension Addendum |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider                    | <input type="checkbox"/> Other(s) [specify]                      |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

Initials: LR LR RR RR

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
ROSELINE A. EMENYI (Seal)  
- Borrower

\_\_\_\_\_  
LIVINGSTON EMENYI (Seal)  
- Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
- Borrower

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\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_  
 State of TEXAS §  
 County of DENTON §

Before me, a Notary Public, on this day personally appeared ROSELINE A. EMENYI and LIVINGSTON EMENYI known to me (or proved to me on the oath of *TX DL* or through [description of identity card or other document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *21st* day of *Aug 2011*, A.D.

(Seal)

*Becky Fitzpatrick*  
 Signature of Officer

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Title of Officer

